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ABSTRACT

This study investigated the nature and extent of differences of opinion between chairmen of local school boards and presidents of local education associations regarding collective negotiations. Data for the study were drawn from questionnaires completed by 72 percent of all local education association presidents and 65 percent of all local school board chairmen in Kentucky. A packaged computer program was used to analyze the data and calculate chi-square and lambda measures. Results of the study showed that education association presidents favored enactment of a collective negotiations statute in Kentucky, while a strong majority of school board chairmen opposed such legislation. Size of school district, type of district, and experience of the respondent with negotiations did not significantly alter the basic pattern of responses. (Author/JG)

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VIEWS OF LOCAL SCHOOL BOARD CHAIRMEN AND PRESIDENTS OF LOCAL EDUCATION ASSOCIATIONS TOWARD COLLECTIVE NEGOTIATIONS*

BY ROLAND HAUN

INTRODUCTION TO THE STUDY

Introduction

Collective negotiations in public school systems is a relatively new phenomenon. As late as 1960, no state had statutes authorizing collective negotiations in public education. By 1972, this situation had changed drastically. More than nineteen hundred local affiliates of the National Education Association and of state associations have negotiated written agreements with school boards and twenty-nine state legislatures have implemented consultation or collective negotiation laws for public employees, including teachers. Of these twenty-nine states, twenty have separate provisions for public school personnel. In the remaining nine states, the statutes apply to all public employees.[1]

It appears virtually certain that many other states will enact some type of teacher negotiation statutes soon. Considerable evidence points to the view that teacher negotiations in every school system of every state is inevitable.

> One thing that cannot be overlooked: there will be no reprieve in the aggressive behavior of teachers. Teachers will intensify what has been known as 'teacher militancy'—their aggressive efforts in negotiations. They are going to bring forth *more* intensive demands than they have in the past. We find much written about the race riots and various revolutions. One of the things the writers seem to agree on is that people who have arrived at the *brink of hope* are the most aggressive, most militant, and most effectively organized to mass action. This seems to be the case with teachers today. They are working in a new situation in

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[1] "Survey of Teacher/School Board Collective Negotiations Legislation," compiled by Department of Research and Information Services, Education Commission of the States, (*Compact*, June 1972), pp. 24-33.

which they have greater opportunity. They are in a culture with unprecedented affluence. They will become *more* militant in their drive to have greater control of their own professional destinies. And they will become more *militant* and *more* aggressive in asserting their *right* to have some measure of partnership in deciding upon the new directions and revisions of eductional planning. This is a fact of life with which we have to live.[2]

Recent studies of negotiations point to increased efforts of teacher associations to demand state laws on negotiations.[3] A study of the legal statutes of collective negotiations nationwide is illustrative. In this particular study the following conclusions were drawn:

1) Increased organized efforts to formalize negotiations procedures will be faced by boards of education in every state.
2) All states will have some type of negotiations legislation by 1975.[4]

In a 1969 study of a random sample of 459 teachers in South Carolina, 75% of the teachers favored negotiations. This was surprising to the researcher, for teacher unrest in that state had been relatively unknown.[5]

Setting of the Study

In Kentucky, every effort over the past six years to enact a negotiations law has met with defeat. In both 1968 and 1970 a bill passed the House of Representatives by a wide margin but ran into roadblocks in the Senate and never did come to a vote. In 1972 three bills were introduced in the Senate and in the House. A compromise bill, which went through two Senate committees—Education, and Business Organizations and Professions—was passed and was to have become effective January 1, 1973. Both the Senate and the House gave overwhelming votes of approval (30 to 7 in the Senate; 80 to 10 in the House). On March 28, 1972, Governor Wendell Ford vetoed the bill with a one-paragraph message saying it "would require an elected board of education to bargain with a group of school employees, clothed with tenure, on public policy."[6] The Kentucky Association of School Administra-

[2] Terry Herndon, "The Future of Negotiations for Teachers," *The Collective Dilemma: Negotiations in Education*, Patrick W. Carlton and Harold I. Goodwin (eds), Worthington, Ohio: Charles A. Jones Publishing Company, 1969), p. 64.

[3] Vernon Joshua Snelgrove, "Professional Negotiations in Ohio's Public School Districts" (unpublished Ph.D. dissertation, College of Education, Ohio State University, 1971); Ernest C. White, "Collective Bargaining Agreements in the Public Schools" (unpublished Ed.D. dissertation, College of Education, Indiana University, 1969; and James Alphy Martin, "Superintendent's Perception of His Roles in Collective Negotiations" (unpublished Ed.D. dissertation, College of Education, University of Tennessee, 1969).

[4] Samuel Everett Turner, "The Legal Status of Professional Negotiations in the 50 States" (unpublished Ed.D. dissertation, College of Education, Indiana University, 1970).

[5] Richard Lewis Towers. "The Relationship Between Selected Variables and the Attitudes of Teachers in South Carolina Toward Collective Action" (unpublished Ph.D. dissertation, College of Education, University of South Carolina, 1969).

[6] Commission of Professional Negotiations, "Report to the KEA Delegate Assembly" (Louisville, Kentucky: Kentucky Education Association, April 1972).

tors (KASA), the Kentucky School Boards Association (KSBA) and the Kentucky Chamber of Commerce opposed the compromise bill at all stages.

Much hard feeling has evolved from these efforts to enact a negotiations statute and its subsequent veto. The following statement included in an April 13, 1972 resolution on professional negotiations was adopted by the Delegate Assembly of the KEA and reflects some of this unrest:

> We deplore and condemn Governor Wendell Ford's unwarranted and ill-considered veto of the professional negotiation bill that was passed by the 1972 General Assembly. We call upon Governor Ford to rectify his action by including a professional negotiation proposal drafted by the KEA Commission on Professional Negotiations in his call for a special legislative session in the summer of 1972, as the PN Commission has asked him to do. Failing such action by the Governor, we assign the highest priority to enactment of a state PN law in 1974 and enactment of the federal PN law that is part of the National Education Association's current legislative program. Such laws should establish statutory penalties for school boards that do not bargain in good faith or do not comply with negotiated contracts.[7]

The KSBA has been very active in opposing a teacher negotiations statute. This association has, from the very beginning, maintained strong opposition to any law that mandates a local board of education to enter into collective bargaining with any group of school board employees.

The KSBA has never publicly opposed collective bargaining in the private sector but bases its objections to negotiations with teachers on what it considers the basic differences between private-sector bargaining and teacher negotiations. The Association maintains that these differences upset the balance between management and labor which has been established in successful collective bargaining in the private sector, throwing the balance in favor of teachers, and that if full collective-bargaining rights of employees in the private sector were transferred in whole to the public sector, "the mission of . . . schools to educate . . . children would be warped to the vested interest of professional teacher organization leaders."[8]

Richard G. Neal has maintained that the following arguments against professional negotiations illustrate the basic differences between teachers and labor in the private sector:[9]

1) Public schools cannot go bankrupt or be sold. Teachers know that, if they go on strike, the schools will remain in business, and teachers will finally get paid.
2) School boards cannot move their schools to another location to take advantage of a more cooperative labor force.
3) School boards cannot fire large numbers of teachers and expect to keep schools opened. It would be impossible for supervisors to keep schools

[7] Resolution of Professional Negotiations adopted by Delegate Assembly of KEA, April 13, 1972.

[8] Richard G. Neal, "The Threat to Public Schools" from a January 18, 1972 reprint (Washington, D. C.: Educators Negotiating Service, 1971).

[9] *Ibid.*

operating without teachers—a practice that is used in private industry to equalize the balance.

4) One reason for collective bargaining in the private sector is to place some control over the employer exploiting the worker to make a profit. A school board does not operate to make a profit and, therefore, has no reason to exploit teachers.
5) A school board lacks the freedom of a private company to change its operation. Private companies have some freedom to respond to union pressures by changing basic methods of production.
6) A third party, the child, is involved in negotiations with teachers. In the public sector, no third party relationship exists. The board's freedom to act in the best interest of the child can be encumbered by a teacher association.
7) Public school management, unlike management in private industry, is diffused and confused by politics, bureaucracy, red tape, and the "one-big-happy-family" syndrome.
8) School board decisions are often based upon political considerations, rather than economic ones. In order to stay in power, a school board member could sell out to a teacher union at the negotiations table in order to solicit votes.
9) A school board cannot raise the price of its product to meet union demands.
10) For all practical purposes, public education has no competition. The public cannot seek services elsewhere in case of the closing of schools.
11) Teachers enjoy state-mandated benefits while also enjoying the fruits of bargaining. Tenure guarantees teachers a job for the rest of their working lives, so long as they appear on the job and provide minimal services.

The foregoing represent the major arguments opposing a collective-negotiations statute for teachers. The KSBA certainly has been effective in its opposition as evidenced by the defeat of such legislation in 1968, 1970, and 1972. The Association may find it necessary to continue its opposition as future bills are quite likely to be introduced.

The Kentucky Education Association's Commission on Professional Negotiations is already at work preparing a bill to be introduced to the 1974 Kentucky Legislature. There is some evidence that greater unity between KEA and the American Federation of Teachers (AFT) will develop as this new bill is drafted. At the same time, KSBA and KASA are just as hard at work developing strategy to counteract the efforts of KEA and AFT. It seems probable that the 1974 Legislature and the Governor will again face the issue of collective negotiations for teachers in Kentucky.

The Problem Statement

The general problem to which this study was directed is the nature and extent of differences of opinions between chairmen of local school boards and presidents of local education associations regarding collective negoti-

ations and the relationship of selected organizational characteristics to the differences of opinion.

In order to analyze this general problem, the following sub-problems were identified:

Question 1. Is there a difference of opinion between chairmen of school boards and presidents of education associations regarding the need for a collective negotiations law in Kentucky?

Question 2. Does grouping chairmen of school boards and presidents of education associations according to the size of their school district, nature of the district (urban-rural), and experience in negotiations make a significant difference in their responses regarding the need for a collective negotiations law in Kentucky?

Question 3. Is there a difference of opinion between chairmen of school boards and presidents of education associations regarding the provisions of a collective negotiations statute?

Question 4. Does grouping chairmen of school boards and presidents of education associations according to the size of their school district, nature of the district (urban-rural), and experience in negotiations make a significant difference in their responses to the issues that are basic to a negotiations statute?

The plan of this study was to obtain the opinions of chairmen of local school boards and presidents of local education associations regarding the issues basic to collective negotiations laws, to draw conclusions as to where these two populations stand on the need for a collective negotiations statute, to determine what issues common to a negotiations law can more reasonably be expected to be acceptable to the two populations, and to determine what issues will be most difficult to resolve.

Rationale for the Study

Talcott Parsons developed a most useful breakdown of the Hierarchical aspect of a system of organization according to three functions or responsibilities within the organization. These he referred to as the "technical," "managerial" and the "community" or "institutional." He went further to identify these within the school system, teachers representing the technical, administrators the managerial, the school boards the institutional.[10]

This study was limited to the technical and institutional levels for the following reasons. First, teacher-board member relationships in the authority structure of school systems have received little systematic attention in the literature. The teacher-administrator relationship has had a more established research tradition. Secondly, there is some evidence in the brief history of negotiations that teachers and teacher associations prefer to negotiate directly with boards of education. "The reason is simple enough. Representatives of

[10] Talcott Parsons, "Some Ingredients of a General Theory of Formal Organization," Andrew W. Halpin (ed.), *Administrative Theory in Education* (Danville, Illinois: Interstate Printers and Publishers, Inc., 1958), p. 40-72.

teacher organizations desire to negotiate with representatives of boards who possess the authority to make agreements."[11] Thirdly, in Kentucky the major conflict in the passage of the collective negotiations statute came between the Kentucky Education Association and the Kentucky School Boards Association. Fourthly, the limited research in this area gives some evidence to support the notion that these two groups are the most influential in making the final decisions. Lastly, there seems to be little agreement as to the role of the superintendent in teacher negotiations. Some writers feel that the superintendent is an agent of management, a person to whom the board delegates the executive authority to negotiate for the public interest. Others see him as a resource person for both sides. Regardless of the position one takes, the superintendent's role in negotiations is one that is, to say the least, debatable and for that reason was not considered in this study.

In further limiting this study, only chairmen of local school boards and presidents of local education associations were questioned. It was a basic assumption of this study that these individuals represent leadership of their respective organizations. An example of the situation is well illustrated in the recent (Sept. 1972) teacher's strike in the city of Philadelphia. An election delegation of 406 representing 16,000 teachers voted 205 to 201 to go on strike. Since the margin of victory was so narrow in support of the strike, the school board did not consider the threat serious. The next day 14,000 teachers came out on picket lines with additional support from 2,000 non-professional school board employees.[12] In this instance the leadership was well supported.

Once a negotiations contract is written, the final approval rests in the hands of the chairman of the school board and the president of the education association for they must affix their signatures to the final document; failure to do so would delay the agreement until a new contract was negotiated, a new president or chairman elected, or pressure from constituents would change the position of the present chairman or president.[13]

The selection of presidents of local education associations and chairmen of local school boards as representative of the polar positions they maintain in negotiation issues is well supported in recent research.

Another assumption made in limiting the study to leaders of education associations was that there are a large number of teachers in Kentucky who are not interested in negotiations. They have been silent on the subject and will not influence the movement one way or the other. This study was concerned only with those individuals who seem likely to make the greatest difference.

[11] Norman Boyan, "The Emergent Role of the Teacher in the Authority Structure of the School," Fred D. Carver and Thomas J. Sergiovanni (eds.), op. cit., p. 200.

[12] William McGinnis, in a lecture on Collective Bargaining presented at a workshop on negotiations, Lexington, Kentucky, October 9, 1972.

[13] In a lecture on negotiations sponsored by the University of Kentucky and the KASA, William McGinnis, labor relations consultant, stated that all of the more than one hundred school district contracts that he had helped negotiate were signed by the local education association president and the chairman of the school board. Workshop on Negotiations, Lexington, Kentucky, Oct. 9, 1972.

Personal characteristics such as age, sex, experience in the organization, educational level, etc., can represent important variables in the analysis of peoples' opinions on any subject. But these variables were not included in this study. This is not to say that personal characteristics are less important variables, but since others have tested personal variables in their studies of negotiations in education and have found them to be of little significance,[14] this study concentrated only on selected organizational variables that have elicited, in previous studies, some confusing and conflicting conclusions.

Three organizational characteristics were selected by this investigator after a survey of the literature as being important considerations that might significantly alter the opinions of educational personnel toward collective negotiations. These were size of school district, nature of the district (rural or urban), and experience in negotiations.

Much of what has been written supports the notion that the size of a school district will influence the opinions of teachers and administrators as they face conflicting issues.[15] In small districts, teachers often solve problems by personal contact with their principal or superintendent. In larger districts this is impossible. In the past several years there has been an impressive decrease in the number of school districts and consequent increase in the size of the remaining ones. With an increase in size, most organizations find that personal relationships between employer and employee, easily maintained when the organization was small, now seem to vanish. Employees find that they lose the sense of personal participation in policy-making that they once had. Carlton maintains that "increased size and impersonality of the educational bureaucracy" is a cause of the unrest among teachers. "Today's teacher often perceives himself as a small faceless cog in a bureaucratic machine—unknown and unnoticed."[16]

There seems to be little question that the dgree of conflict developing between teachers and school boards, the demands of teachers for collective

[14] Anthony Vincent Sinicropi, "An Investigation of the Attitudes of Teachers, Board Members and Superintendents Regarding Collective Negotiations Legislation in Iowa" (unpublished Ph.D. dissertation, College of Education, University of Iowa, 1968); Joseph A. Vignone, "An Inquiry Into the Opinions and Attitudes of Public Librarians, Library Directors, and Library Board Members Concerning Collective Bargaining Procedures for Public Library Employees in Pennsylvania" (unpublished Ph.D. dissertation, College of Education, University of Pittsburgh, 1970); and James David Wilson, "A Study of the Progressiveness of Teachers' Attitudes Toward Their Community in Relation to Their Attitudes Toward Collective Action" (unpublished Ed.D. dissertation, College of Education, University of Tennessee, 1969).

[15] Myra Lieberman and Michael H. Moskow, *Collective Negotiations for Teachers* (Chicago: Rand-McNally, 1966), p. 58-59; T. M. Stinnett, "Causes of New Militancy Among Teachers," *School and Society*, XCVI (March, 1968), p. 153; Patrick W. Carlton, "Attitudes of Certificated Instructional Personnel in North Carolina" (unpublished Ed.D. dissertation, College of Education, University of North Carolina, 1966); Robert E. Doherty, "Impact of Teachers' Organizations Upon School Policies Negotiations," *Clearing House*, XL May, 1966), p. 521; and Charles R. Perry and Wesley A. Wildman, *The Impact of Negotiations in Public Education* (Worthington, Ohio: Charles A. Jones Publishing Co., 1970), p. 14.

[16] Patrick W. Carlton, "Education Attitudes and Value Differences in Collective Negotiations," ed. Patrick W. Carlton and Harold I. Goodwin, *op. cit.*, p. 27.

negotiations, and the general rise in teacher militancy nationwide are directly related to the increasing size of public school districts.

A most interesting observation made by Lieberman and Moskow points to advantages which collective negotiations have for school administrators in larger districts. "The larger the system, the more the administrator needs collective procedures to ascertain staff views and desires."[17] If this is the case and most large-district board members see this advantage, then large-district board members should differ from small-district members in their opinions on the need for negotiations.

One differing view of the size factor should be reported. In a 1968 publication from the American Association of School Administrators the following excerpt illustrates the possiblility of small school systems having elaborate negotiation procedures.

> Even though it seems obvious that the size of the school system might be the decisive factor in determining the nature and form of organization structure for negotiation, it is unwise to make this assumption. It is also inadvisable to conclude that all smaller systems follow one pattern and that large systems follow another.[18]

The urban-rural variable has been found to be a significant one in many educational studies. One example is a Georgia study that revealed significant differences between urban-suburban, urban-rural, and suburban-rural elementary principals regarding personal characteristics and role functions.[19] A negotiations study in Indiana found that most school systems entering the process were found in the urban industrial areas of northern Indiana.[20]

Stinnett, Kleinmann, and Ware connect bigness of a district to urbanization and point to this phenomenon as being one of the causal factors behind the demand of teachers for collective negotiations.[21]

There are numerous problems that the urban teacher faces that will never concern the rural teacher. Shils and Whittier see these problems as being major causes of the demand by teachers for the right to negotiate.[22] Certainly, incidences of violence in the classroon, racial disturbances, drug addiction, etc., find greater expression in the urban system than in the rural. The nature of these differences has been the subject of a number of recent publications,

[17] Lieberman and Moskow, *loc. cit.*

[18] American Association of School Administrators, *The School Administrator and Negotiations* (Wsshington: American Association of School Administrators, 1968), p. 41.

[19] Alan Aaron Moore, Jr., "A Comparative Study of Selected Personal Characteristics and Role Functions of Georgia Elementary School Principals in Urban, and Rural School Systems" (unpublished Ed.D. dissertation, College of Education, University of Georgia, 1970).

[20] Allen William Smith, "Collective Negotiations in the Public Schools" (unpublished Ph.D. dissertation, College of Education, Indiana University, 1970).

[21] T. M. Stinnett, Jack H. Kleinmann, and Martha L. Ware, *Professional Negotiation in Public Education* (New York: Macmillan Co., 1966), p. 5.

[22] Edward B. Shils and C. Taylor Whittier, *Teachers, Administrators, and Collective Bargaining* (New York: Thomas Y. Crowell Company, 1968).

all illustrating the vast differences in problems faced by the urban teacher and the rural teacher.[23]

Another factor which indicates that individuals working in school districts located in areas of dense population may differ in their opinions toward the matter of negotiations is the support received by the American Federation of Teachers in the urban districts as compared to rural districts. AFT finds its support almost exclusively in the urban systems. In Shils and Whittier's discussion of the rapid growth of the AFT, all examples of AFT strength were in major cities.[24] AFT has been much more aggressive in its demands for collective bargaining and has found strength in urban teachers who were willing to lead the fight. The fight for negotiations had its beginning in urban districts and has continued to maintain its greatest support there.

As an individual learns through experiences, attitudes are often changed by those experiences. Experience in negotiations has made notable changes in the perceptions of individuals involved in the process. Since several studies found significant differences between experienced and inexperienced respondents in negotiations,[25] this variable was expected to be most important in determining attitudes of the two populations in this study.

Review of the Literature

This review has three major purposes. The first is to enlighten the reader on some of the major general works that were basically status studies of collective negotiations in education. The second is to review briefly the most recent research studies dealing specifically with collective negotiation legislation. And, the third is to place this study in its proper relationship with the existing literature.

A review of the literature in the area of collective negotiations leads one to several comprehensive and detailed studies of teacher-school board negotiations. Usually these will include an extensive history of collective bargaining

[23] Marjorie B. Smiley and Harry L. Miller (eds.), *Policy Issues in Urban Education* (New York: The Free Press, 1968); Herbert C. Rudman and Richard L. Featherstone, *Urban Schooling* (New York: Harcourt, Brace & World, Inc., 1968); Robert J. Havighurst and David U. Levine, *Education in Metropolitan Areas* second ed. (Boston: Allyn and Bacon, Inc., 1971); Frank W. Lutz, *Toward Improved Urban Education* (Belmont, California: Wadsworth Publishing Company, 1970); William B. Levenson, *The Urban School in Transition* (Chicago: Rand McNally & Company, 1968); and Marilyn Cittell (ed.), *Education An Urban Population* (Beverly Hills, California: Sage Pulications, Inc., 1967).

[24] Shils and Whittier, *op. cit.*, p. 26.

[25] David Childers Austin, "A Study of the Attitudes of Texas Public High School Principals Toward the Principal's Role in Collective Negotiations" (unpublished Ed.D. dissertation, College of Education, University of Oklahoma, 1970); Dean Edward Conine, "The Effect of Collective Negotiations on the Role of the Superintendent of Schools of Six Selected Colorado School Districts" (unpublished Ed.D. dissertation, Colorado State College, 1969); and William Russell Jones, Jr., "Changes In Relationships Among Various Segments of the Educational Community as They Relate to the Adoption of Collective Negotiation Agreements" (unpublished Ed.D. dissertation, College of Education, University of Colorado, 1969).

in the private sector, in the public sector, and in public education; a discussion of growing teacher militancy; the rivalry developed between NEA and AFT; a description of present legislation; a discussion of the issues basic to most laws; and the effect of collective negotiations on the administration of public educational programs.

These status studies make an effort to answer the following typical questions: To what extent do teachers and school boards actually engage in collective negotiations? To what extent are collective negotiations required, permitted, or prohibited by law? How many teachers are covered by collective agreements, and what is the scope of these agreements? What are the policies of major educational organizations concerning collective negotiations? They usually begin with an overview of the collective negotiations movement in public education, "emphasizing developments since 1960 because most of the significant developments have occurred since then,"[26] but include brief summaries of developments in the private sector and public employment outside education. Following the overview there usually will be a focus on the major problem areas of collective negotiations: recognition, the negotiating unit, administrative unit, administrative personnel and unit determinations, teacher representation and recognition procedures, the scope of negotiations, the process of negotiations, bargaining power and impasse procedures, and collective negotiations agreements. Somewhere a focus upon the impact of collective negotiations on school administration and new roles for educators will be included. These studies usually conclude with some type of prediction on future developments in collective negotiations, the effects of the negotiations process on public education in general, and suggestions for future policy guides. Some of the most outstanding contributions in the area of status studies include works by Lieberman and Moskow,[27] Shils and Whittier,[28] Stinnett, Kleinman and Ware,[29] Stinnett,[30] Elam, Lieberman and Moskow,[31] Doherty and Oberer,[32] and Perry and Wildman.[33]

Very little research has been attempted in the specific area of state legislation for collective negotiations in education. In fact, only two studies were discovered that concerned themselves with the need for state legislation and provisions for such legislation. A number of studies have been conducted in the general area of collective negotiations but most deal with what occurs after legislation has been enacted, especially concerning teacher-school board negotiations at the local level, ordinarily referred to as grievance procedures.

[26] Lieberman and Moskow, p. 19.

[27] Ibid.

[28] Shils and Whittier, *op. cit.*

[29] T. M. Stinnett, Jack H. Kleinman, and Martha Ware, *op. cit.*

[30] T. M. Stinnett, *Turmoil in Teaching* (New York: The Macmillan Company, 1968).

[31] Stanley M. Elam, Myron Lieberman and Michael Moskow, *Readings on Collective Negotiations* (Chicago: Rand McNally and Company, 1966).

[32] Robert E. Doherty and Walter E. Oberer, *Teachers, School Boards, and Collective Bargaining: A Changing of the Guard* (Ithaca, New York: New York State School of Industrial and Labor Relations, Cornell University, 1967).

[33] Perry and Wildman, *op. cit.*

In 1968 Anthony Sinicropi investigated the attitudes of teachers, board members, and superintendents toward an "ideal legislative model" that he constructed specifically for Iowa.[34] Two years later a similar study was conducted in New Mexico by Stanley Wurster comparing attitudes of school board presidents, superintendents, local teacher association presidents, and teachers regarding the need for selected collective negotiations provisions and of a legislative framework for a collective negotiations statute suitable for New Mexico.[35] Both Sinicropi and Wurster found that teachers, board members and administrators differed significantly in their attitudes regarding the need for such legislation, with teachers favoring legislation and superintendents and board members opposing legislation.

Another important category of recent research includes analysis of educational bargaining agreements and surveys of collective negotiations legislation already enacted. A nationwide study in 1966 sponsored by the National Education Association was the most comprehensive analysis of education bargaining agreements up to that time.[36] An analysis was made of the 1540 agreements on file with that organization as to the scope of their provisions. There were over 150 provisions falling into ten categories: negotiation procedures, scope of the agreement, rights of representative organization, teacher activity, board rights, instructional program, personnel policies and practices, salary policy, fringe benefits, and absences with and without pay. Similar studies have been made since the NEA report, analyzing provisions at the state level and at various educational levels.[37]

Surveys of the status of collective negotiations legislation have periodically kept educators abreast of legislative changes in state laws. These reports usually compare the provisions found in various state statutes and analyze newly enacted legislation. Typical of these is a 1972 survey compiled by the Department of Research and Information Services, Education Commission of

[34] Sinicropi, *op. cit.*

[35] Stanley Richard Wuster, "An Investigation of the Attitudes of School Board Presidents, Superintendents, Teacher Association Presidents, and Teachers Regarding Collective Negotiations Provisions in New Mexico" (unpublished Ed.D. dissertation, College of Education, New Mexico State University, 1970).

[36] National Education Association, Research Division, "What's Being Negotiated?" *Negotiation Research Digest*, Vol. 1, No. 6 (Feb. 1968), B-1 to B-14; and National Education Association, Research Division, *Negotiation Agreement Provisions: 1966-67* Edition (Washington, D. C.: The Association), Oct. 1967.

[37] Michigan Education Association, *Survey of Selected Data from 333 Education Association Agreements; 1967-68* (East Lansing: Michigan Education Association, 1968); Michigan Education Association, *Survey of Selected Provisions from 480 Teacher-School Board Agreements: 1968-69* (East Lansing: Michigan Education Association, 1969); Connecticut School Development Coucil, "Teacher-Board Agreements Concerning Conditions of Work," Research Bulletin, No. 29 (April, 1967); John William Gianopulos, "A Descriptive Analysis of Collective Negotiation Agreements in Ten Illinois and Michigan Public Community Colleges," (unpublished thesis, Loyola University, 1969); and Marilyn H. Steele, "Has Collective Bargaining Contributed to Instructional Improvements in Michigan Schools?" (unpublished dissertation, Michigan State University, 1969).

the States and published in *Compact*.[38] Another more thorough but now somewhat dated analysis of existing state collective negotiations statutes was conducted by James Gipson at the University of Arkansas.[39] His purpose was to develop a model law based on analysis of existing laws.

Several important studies have investigated the relationship of the four ...dependent variables being tested in this study (position in school system, type of district, size of district, and experience in negotiations) and their relationship with the collective negotiations issue. The findings of these studies were reviewed earlier in this chapter when the rationale for the selection of these variables was developed.

There has never previously been a study conducted in Kentucky on the need for collective negotiation legislation for education surveying the opinions of school board chairmen or local education association presidents. No attempt has been made in the past to survey the opinions of these leaders as to what provisions should be included in such a law if one were to be enacted. Such studies have been conducted in other states, but the applicability of the findings of these studies to Kentucky is questionable.

Definitions

For the purpose of this study, the following definitions of terms were used.

The president of the local education association is the individual elected by the local affiliate of the National Education Association and Kentucky Education Association to serve as the presiding officer of that local association.

The chairman of the local school board of education is the presiding officer of the local school board and is elected by that body.

Collective negotiations is a process whereby a representative of the employees of the local school district and the board of education jointly determine the conditions of employment. Professional negotiations and collective bargaining are terms frequently used in the same context as collective negotiations; no attempt is made to differentiate among the three terms.

Collective negotiations issues are selected statements identified in literature and in research as being common to most collective negotiations statutes.

Impasse is a deadlock in negotiations when negotiating parties persistently disagree requiring mediation or appeal procedures for resolution.

Fact finding is a system of investigation whereby each negotiating party is given an opportunity to present its case with supporting evidence to an impartial individual or panel so that a report may be filed with recommendations for settlement.

Good faith bargaining is a concept surrounding collective bargaining in

[38] Compact, *op. cit.*, pp. 24-33.

[39] James Albert Gipson, "An Analysis of Existing State Professional Negotiation Statutes with a Proposal for a Model Law" (unpublished Ed.D. dissertation, College of Education, University of Arkansas, 1970).

which the bargaining parties avoid any attempt to subvert the process or to put obstacles in the path toward satisfactory agreement.

Grievance is a complaint based upon an event or condition which affects the conditions or circumstances under which a teacher works, the teacher believing that an injustice has been done because of a lack of policy, because of a policy which is unfair, or because of deviation from a policy or the misinterpretation of a policy.

Mediation is an advisory process used in collective bargaining in which a third party interprets, counsels, and suggests possible ways to solve deadlocks between negotiating parties.

Unfair labor practices are practices by either party in violation of the law. These practices are defined by the law and must be interpreted by a court or some administrative agency.

Arbitration (binding and non-binding) is another method of settling employment disputes through intervention by an impartial third party at the request of the negotiating parties or through a requirement by the law. The arbitrator may render a decision which is advisory (non-binding) or binding.

METHODS AND PROCEDURES

The Plan of the Study

As previously stated, this study was to obtain the opinions of chairmen of local school boards and presidents of local education association regarding the issues basic to collective negotiations laws, to draw conclusions as to where these two populations stand on the need for a collective negotiations statute, to determine what issues common to a negotiations law can more reasonably be expected to be acceptable to the two populations, and to determine what issues will be most difficult to resolve.

Questionnaire Development

In order to accomplish this plan, a first step was a careful search of the literature to determine whether an instrument had been developed that would be appropriate to this study. Several instruments were collected that measured most of the dimensions under consideration but none covered all of the issues that had developed in Kentucky's legislative battles and none included all four of the organizational characteristics considered in this study. Instruments developed by other researchers were helpful in identifying collective negotiations issues, but some items were selected from available literature in the field and issues covered by proposed Kentucky collective negotiation statutes.

To insure that the issues selected for the questionnaire were the most relevant, a panel of four experts was selected to review the questionnaire. Two of the experts were professional negotiators, recognized nationally for their expertise in collective bargaining. One of the remaining two was a prominent lawyer, recognized by the state school board association as a spokesman on negotiations. The remaining member of the panel has served as

a negotiator in the private sector, first working on the labor side of the bargaining table and later for management.

The questionnaire was then revised according to the suggestions submitted by the panel. To further insure that the questions covered all issues relative to collective negotiations and that the questions were worded in such a manner that respondents from the two populations would understand them, the revised questionnaire was submitted to a leading representative of each population for a further review (the executive director of the state school board association and a staff consultant to the Kentucky Education Association's commission on professional negotiations).

Once the validity of the instrument had been established by the panel, the revised questionnaire incorporating their suggestions was mailed to the thirteen members of the KEA Commission on Professional Negotiations and to thirteen officers of the Kentucky School Board Association. The purpose of this mailing was to check the reliability of the instrument through the test-retest method.

The Questionnaire

The questionnaire was divided into two sections. Section I contained questions designed to collect background data on respondents. Only one question in this section called for an opinion on the part of the respondent. The question asked the respondent to check whether he would consider his own background as being one that was labor-union oriented, non-labor-union oriented, or neutral.

The first question in this section asked the respondent to name the district in which he rendered services. From this response, the researcher was able to categorize the respondent according to what type and size school district he served and whether the district had experience in negotiations.

The remaining questions dealt with position in district, sex, age, experience in education and the district, educational qualifications, and membership in professional organizations. These variables were not a part of this study but were included in the questionnaire so that the data collected could be used in future research.

Section II consisted of questions designed to determine what type of provisions the respondents wished to see included in the law should a negotiations law be enacted.

Questions were to determine the respondent's perception of who should be covered by the law, what is regarded as negotiable and the limitations and conditions of what might be negotiated, impasse procedures, and what agency or agencies the respondent felt should administer the law. The last question was designed to determine whether there was a difference of opinion between chairmen of school boards and presidents of education associations regarding the need for a collective negotiations law in Kentucky.

In the analysis of the data, the relationships between the dependent variables and the following four independent variables were tested: position (board member or teacher), size of school district (large, medium, small), type of district (metropolitan, urban, rural) and experience in negotiations.

Selection of the Sample

At the time of this investigation (Spring 1973) there were 190 school districts in the state of Kentucky. Of this number, 120 were county districts and 70 were independent districts. Two districts had merged at the beginning of the study, but their boards of education as well as the two education associations were both still in operation. One hundred eighty-nine of the 190 school-board chairmen were surveyed in the study. One school board had not elected a chairman at the time they were contacted. One hundred eighty-four presidents of education associations were contacted. Six school districts, for one reason or another, did not have local presidents.

The questionnaire was mailed on February 28, 1973 to the education association presidents. The first mailing to school board chairmen occurred on March 3, 1973. Cover letters were enclosed with each questionnaire, as well as a self-addressed, stamped envelope for return mailing. One cover letter, written to the education association presidents by the KEA Director of Public Relations and Research, indicated to the recipient the support given to this study by KEA. Enclosed with the questionnaire to school board chairmen was a letter from the Executive Director of the Kentucky School Boards Association indicating that the study had the approval of KSBA. Responses were received from 65 percent of the board chairmen and 72 percent of the teachers.

Categorization of Independent Variables

The Bureau of Census has defined urban populations as consisting of all persons living in (a) places of 2,500 inhabitants or more incorporated as cities, villages, boroughs, and towns, but excluding those persons living in the rural portions of extended cities; (b) unincorporated places of 2,500 inhabitants or more; and (c) other territory, incorporated or unincorporated, included in urbanized areas. Anything less than 2,500 is regarded as rural. Another useful division is the metropolitan area. Six of these areas are located in Kentucky. Their areas of influence lie across county and state lines and include a population greater than 50,000.[40] These six metropolitan districts are in Huntington, West Virginia-Ashland; Cincinnati, Ohio-Northern Kentucky; Lexington-Fayette County; Louisville-Jefferson County; Owensboro-Daviess County; and Evansville-Henderson County, Kentucky.[41]

The school districts were categorized under labels representing the metropolitan (those in the six areas), urban, and rural classifications as defined by the Bureau of Census.[42] Also, districts were grouped by size. To develop the "size" classification, a list was made of all school systems in Kentucky by average daily attendance from the most recent available data.[43] The list

[40] U. S. Department of Commerce, Bureau of the Census, General Population Characteristics, Kentucky (Washington, D. C.: U. S. Printing Office, Sept. 1971), p. App. 1.

[41] *Ibid.*, p. 39.

[42] *Ibid.*, pp. 44-45.

[43] Kentucky Department of Education, Bureau of Administration and Finance, *Kentucky School Enrollments*, June 30, 1971.

included all 190 school districts from the largest to the smallest. The list was then divided into three relatively equal parts. Natural divisions occurred at 2800 and up with 65 districts identified; 1500 to 2799 with 67 districts, and less than 1499 with 58 districts. These three divisions were then labeled large, medium, and small by the researcher.

At the time of this investigation, there were 19 school districts in Kentucky with written negotiation agreements. Copies of these agreements were on file with the Kentucky Education Association. The teachers and board members from the following districts represented the districts "experienced" in negotiations for the purpose of this study: Jefferson County, Louisville, McCracken County, Daviess County, Letcher County, Providence, Morgan County, Gallatin County, Monticello, Lincoln County, Wayne County, Owsley County, Greenup County, Pike County, Calloway County, Taylor County, Trigg County, and Paducah. The Ft. Campbell school district was not included because of the unusual nature and organizational structure of its school board.

Statistical Treatment of Data

The total populations of school board chairmen and education association presidents in Kentucky were surveyed in this study. Even though the total populations were surveyed, an assumption had been made prior to this analysis that these total populations represented an even larger population of school board chairmen and education association presidents that have served in the past and will serve in the future in these positions. For this reason, inferential statistics were appropriate in this study.

In order to process most efficiently the data collected, the information was transferred first to coding sheets, then to optical mark-reading forms, and finally to data cards. This reduced the possibility of error from key punching.

The sub-program, *FASTABS*, which permits the user to examine relationships between variables in a table-type format, was selected from the *Statistical Package for the Social Sciences*[44] to process the data. *FASTABS* is a cross-tabulation program which provides a joint frequency distribution of cases according to two or more classificatory variables. These joint frequency distributions were statistically analyzed by the chi-square test of significance and Guttman's coefficient of predictability (lambda), a measure of association among nominal data. Chi-square (X^2)[45] determines whether or not observations differ from what would ordinarily be expected to occur by chance. There are no assumptions which need to be made concerning the underlying distributions of the variables and nominal level data are appropriate for analysis. For two-by-two tables, Fisher's exact test was applied when there were fewer than 21 cases. Yates' corrected chi-square was applied

[44] Norman H. Nie, Dale H. Bent and C. Hadlai Hull, *Statistical Package for the Social Sciences* (New York: McGraw-Hill Book Co., 1970).

[45] Dean J. Champion, *Basic Statistics for Social Research* (Scranton, Pa.: Chandler Publishing Co., 1970), p. 143.

for all other two-by-two tables.[46] If the resulting X^2 value was significant, then to determine the magnitude of association, this investigation turned to the lambda index of degree of association.

This study encountered relationships in which there was a strong possibility that the variables were reciprocal, interacting and mutually reinforcing. There is a stong probability that some respondents were elected because of their views on collective negotiations; whereas, other respondents did not form the reported opinions until after they had been placed in the positions of responsibility. The purpose of this study was to determine the opinions of school board chairmen and education association presidents on collective negotiations and to find areas of agreement and disagreement. The study was not designed to determine the direction of the cause and effect relationship between the independent and dependent variables. Since an assumption was made that a reciprocal relationship existed, only symmetric lambda values were appropriate to report.

In this study test factors (organizational factors) had been introduced to aid in the meaningful interpretation of the relationship between the two independent variables (school board chairmen and education association presidents) and their responses to the questionnaire. A rationale for the testing of these three organizational factors had been developed along with the assumption that these factors would help to explain the relationship between the independent and dependent variables. In order to examine these relationships, partial tables were computed for every dependent variable with their respective lambda values reported. If an inherent link between the independent and dependent variables was observed, then there was the possibility that the observed relationship was a function of both variables being "accidentally" connected with some associated variable (the three organizational factors). In order to determine whether this was the case, the test factors were controlled as additional partial tables were computed. If the partial table values went to zero or near zero while the test factors were controlled, then: (1) the test factor was an extraneous variable and the relationship was spurious or (2) the test factor was a global concept of which the independent variable was an integral part or component. However, if there were little or no change in the partials relative to the zero-order relationship, then there was the possibility of the test factors (organizational factors) being antecedent to both the independent and dependent variables. In order to test for the possibility of an antecedent variable, the computer program controlled on the independent variable (position) and looked at the relationship between the test factors and the dependent variables. If the test factors were antecedent, then the relationship between the test factors and the dependent variables controlling on the independent variable would be zero or near zero.[47]

[46] Nie, *op. cit.*, p. 133.

[47] For a more detailed analysis of the interpretation of these relationships, see Morris Rosenberg, *The Logic of Survey Analysis* (New York: Basic Books, Inc., 1968), pp. 54-83.

TABLE 1

NUMBER AND PERCENTAGE OF RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS IN LARGE, MEDIUM, AND SMALL DISTRICTS

School District Size	Board Chairmen			Educ. Assoc. Pres.		
	N[a]	R[b]	Percent	N	R	Percent
Large	65	40	62	65	45	69
Medium	67	46	69	67	49	73
Small	57	36	63	52	38	73

[a] = Total number [b] = Respondents

TABLE 2

NUMBER AND PERCENTAGE OF RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS IN EXPERIENCED (IN NEGOTIATIONS) AND NON-EXPERIENCED DISTRICTS

Experience	Board Chairmen			Educ. Assoc. Pres.		
	N[a]	R[b]	Percent	N[a]	R[b]	Percent
Experienced	18	16	89	18	12	67
Not Experienced	171	106	62	166	120	72

[a] = Total number [b] = Respondents

TABLE 3

NUMBER AND PERCENTAGE OF RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS IN METROPOLITAN, URBAN, AND RURAL DISTRICTS

Type of School	Board Chairmen			Education Assoc. Pres.		
	N[a]	R[b]	Percent	N[a]	R[b]	Percent
Metropolitan	24	18	75	23	19	83
Urban	107	74	69	105	74	70
Rural	56	30	54	56	39	70

[a] = Total number [b] = Respondents

ANALYSIS AND INTERPRETATION OF THE DATA

Responses to the Questionnaire

From the total of 184 education association presidents that were contacted, 132 returned questionnaires that were usable (72%). Four teachers returned blank questionnaires. A total of 189 board chairmen were surveyed with 122 completed instruments (65%). Three of the board chairmen's questionnaires were unanswered. Total usable response to the questionnaire was 68 percent.

Tables 1, 2, and 3 reflect the total number surveyed (N), the number of respondents (R), and the percentage of return of the population divided according to the three organizational factors, size of district, type of district and experience in negotiation.

Returns of 65 percent for board chairmen and 72 percent for education association presidents would appear to be adequate. When a subject is of significant interest to the groups participating in the study, a high percentage of returns can be expected. The success this study enjoyed in generating a relatively substantial return of responses may be an indication that the population under study considered the topic of collective negotiations as being worthy of study and of significant interest to the respondents.

Results of the tests of the Hypotheses

Problem Statement

To repeat, the general problem to which this study was directed was the nature and extent of differences of opinions between chairmen of local school boards and presidents of local education associations regarding collective negotiations and the relationship of selected organizational characteristics to the differences of opinion.

Need for Legislation

The first important central question of this study concerned the need for a collective negotiations law in Kentucky. The hypothesis on this question is stated below in null form.

H^1 There is no significant difference in the responses of chairmen of school boards and presidents of education associations regarding the need for a collective negotiations statute in Kentucky.

The degree of independence of the opinions of these two positions was tested by means of the chi-square statistic. The data in the contingency table (Table 4) reveal a high degree of dependency and yielded a chi-square value of 177.3 which is significant at the .001 level. Ninety-five percent of the board chairmen were opposed to a law; whereas, 84.8 percent of the education association presidents favored such a law. Therefore, the hypothesis stated above is rejected.

TABLE 4

RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS ON NEED FOR A COLLECTIVE NEGOTIATIONS LAW IN KENTUCKY

Position	Number and Percent Responding						
	Yes	%	No	%	Do Not Care	%	Total
Board Chairman	5	(4.1)	115	(95.0)	1	(0.8)	121
Education Assoc. Presidents	112	(84.8)	15	(11.4)	5	(3.8)	132
Totals	117		130		6		253

To further determine the extent of disagreement, a symmetrical lambda of .81 (which represents a very strong association) was recorded.

H^2 Grouping chairmen of school boards and presidents of education associations according to the size of the school district, nature of the district (urban-rural), and experience in negotiations does not make a significant difference in their responses regarding the need for a collective negotiations law.

In order to test this hypothesis, the three test variables (organizational factors) were held constant; that is, the responses of large- medium- and small-district board chairmen were compared to those of large- medium- and small-district education association presidents; metropolitan, urban, and rural board chairmen were compared to metropolitan, urban, and rural education association presidents, etc. The responses tested were all significantly different and the lambda values were very strong.[48] To determine whether the test variables were antecedent to both independent and dependent variables, the independent variable (board chairmen or association presidents) was controlled and the relationship between the organizational factors and the need for a law was tested; for example, lambda associations were tested between large-district board chairmen, medium-district board chairmen and small-district board chairmen, and comparisons were determined between large- medium- and small-district association presidents. None were found to be significant and the lambda values dropped to zero or near zero. The organizational factors were antecedent variables and had no effect on the relationship between the independent and dependent variables. The null Hypothesis 2 was accepted.

This is to say: No matter what size the district, what type of district, or whether experienced or not in negotiations, board chairmen and education

[48] Data on which this discussion is based are reported in tabular form in the dissertation, but are omitted here in the interest of conserving space. Readers interested in the raw data and its statistical treatment are advised to consult the full text of the dissertation.

association presidents do not agree on the need for a negotiations law. Education association presidents still strongly favor a law and board chairmen strongly oppose a law.

Provisions of a Statute

Next, there was a question as to how the two populations would respond to a number of suggested provisions which might be included in a collective negotiations statute. The hypothesis related to this question as stated in the null form follows:

H^3 There is no significant difference in the responses of chairmen of school boards and presidents of education associations regarding the provisions of a collective negotiations statute.

There were altogether 39 collective negotiation provisions to which differences in responses were tested. Of the responses to the 39, those for 32 were found to be significantly different at the .05 level. Responses to only three of the items displayed a likely substantial or moderate agreement. The null hypothesis, therefore, was rejected for 32 of the 39 provisions but not for the remaining seven.

The next hypothesis tested whether the three organizational factors influenced the responses of the two populations on the 39 variables.

H^4 Grouping chairmen of school boards and presidents of education associations according to the size of their school districts, nature of the district (urban-rural), and experience in negotiations does not make a significant difference in their responses to the issues that are basic to a negotiations statute.

In order to test this hypothesis, the three test variables (size of district, type of district, and experience in negotiations) were held constant. Tables were constructed to display relationships. Of the 312 cells created, 90 differed significantly (29%). Only 19 (6%) of the lambda values were substantial. Almost without exception, the lambda values varied very little from the zero-order relationships. In those few cells where exceptions were observed, a careful analysis of the cells revealed that the relatively small size of the cell had been the determining factor in the variation from the zero-order relationship. To determine whether the organizational factors were antecedent to both independent and dependent variables, the independent variable was controlled and the relationships between the organizational factors and the provisions of a law were tested. Almost without exception the cells that had displayed some lambda association fell to zero or near zero in this test. The organizational factors were generally found to be antecedent variables and Hypothesis 4 was accepted.

The following discussion is an attempt to analyze further by categorizing the negotiations provisions, listing first those items that have the highest probability of being acceptable to both populations, then those with the least probability of being acceptable.

Items of Possible Agreement

There was no significant difference in the responses of the two populations to the following items and, therefore, there is a possibility that these items could be included in a new statute (if a new statute was to be enacted) with little disagreement:

1) What kind of representation should be allowed—exclusive or proportional? Eighty-one percent of the board chairmen and 73% of the education association presidents agreed on exclusive representation.
2) Should the law specify the scope of negotiations or use general terminology? Forty-nine percent of the board chairmen said specify and 51 percent said use general terms; 54 percent of association presidents said specify and 46 percent said use general terms.
3) Should the law set the duration of the agreement and prohibit any challenging organization from contesting the representative status of the incumbent employee organization for the life of the agreement? Sixty-nine percent of board chairmen and 59 percent of association presidents said yes.
4) Should the law protect the right of teachers to join or not to join and to pay dues or not to pay dues to any teacher organization? Eighty-nine percent of board chairmen said yes and 81 percent of education association presidents said yes.
5) Should the law establish a negotiations timetable to insure a decision prior to budget submission date? Ninety-one percent of board chairmen said yes and 89 percent of education association presidents said yes.
6) Should it be required that the bargaining unit represent the membership of more than 50 percent of the personnel? Ninety-six percent of the board chairmen agreed and 90 percent of the education association presidents agreed.
7) Should it be required that agreements between the bargaining unit and the board be in writing? Ninety-five percent of the board chairmen agreed and 96 percent of the education association presidents agreed.

Items of Possible Compromise

Even though there was a significant difference in the responses of school board chairmen and education association presidents on the following items, a plurality of both groups agreed and, therefore, these items might find some opposition but should be items that could be compromised (assuming a statute were to be enacted):

1) Non-certificated full-time personnel (bus drivers, lunchroom workers, custodians, secretaries, etc.) should not be covered by a collective negotiations bill.
2) If only teachers and administrators are included in a negotiating unit, there should be an option on the part of teachers and administrators as to whether they want an all-inclusive negotiating unit or separate negotiating units.
3) The right of representation of the education association should last through the duration of the ratified bargaining agreement.

4) The law should include provisions relating to "unfair" labor practices on the part of both teachers and administrators/board.
5) The law should require good faith bargaining by both teachers and administrators/board.
6) The law should clearly protect the final decision-making authority of the board.
7) The law should prohibit deficit financing from the results of negotiations.
8) If the law provides that a master contract is mandated to be executed, then it should also mandate equal legal and financial liability on teacher organizations for the results of negotiations.
9) The law should clearly and specifically protect mangement's right to manage by inclusion of a detailed management's-rights clause.
10) The law should provide that negotiations not be conducted on school time.
11) The law should establish a negotiations timetable to insure a decision prior to budget submission date.
12) Superintendents should be required to comply with all reasonable requests from bargaining teams for school records and information.
13) The board and the bargaining unit should equally share the expense of mediators that are appointed.
14) No reprisals of any kind should be allowable by the superintendent or any administrator or the board against an aggrieved person.

A significant difference appeared in the opinions of school board chairmen and education association presidents on two items where no plurality was found in agreement. But in carefully studying these two provisions, one notes a basis for disagreement exists. For example, on the provision of what kind of personnel should be included in the negotiating unit, 40.9 percent of the education association presidents suggested all certificated personnel, and their second selection was teachers only. Forty-two and seven-tenths percent of the board chairmen preferred teachers only with their second highest selection (17.9%) favoring all certificated personnel. From these data one might conclude the conflict between the two groups on this issue is resolvable.

The other provision in which agreement would seem possible is: What should be the procedure in determining the negotiating units? Although there was no agreement on a single preferred procedure, when three categories were combined these three received 79.2 percent of the support rendered by school board chairmen and 73.4 percent of the support of education association presidents. Therefore, one might conclude that this provision could be compromised with little conflict between the two groups.

Some agreement can be reported in a few of the remaining provisions, but certainly one could question whether final agreement on these provisions could be reached. One example of these is the provision relating to the selection of the agency which would have authority to determine the appropriate negotiating unit. Forty-eight percent of the board chairmen selected, as the agency, the local board of education. A plurality of association presidents (27.9%) preferred a state teacher employment relations board. The state

department of education received some support from both board chairmen (25.2%) and education association presidents (15.5%). There is a possibility that the state department of education would be accepted as a compromise agency.

The responses of both groups on the provision of what agency should administer the teacher bargaining law are similar to their responses on what agency should determine the appropriate negotiating unit. Again, the state department of education might be a compromise selection.

Another provision where some agreement was noted stated that if the strike were to be illegal, penalties should be imposed against individuals, the employee organization, both or neither. The education association presidents were rather evenly distributed between categories two (the employee organization), three (both), and four (neither). The board chairmen strongly favored category three and gave some support to category two. Either of these selections could possibly become a compromise item.

There is some indication that a compromise might be reached between board chairmen and education association presidents on what items are negotiable in a contract if the law included a provision that the items be subject to bargaining if mutually acceptable to both groups. The items that the participants were asked to respond to were: working conditions; salaries and salary schedules; employee benefits; personnel policies relating to transfer of personnel; curriculum; in-service training; all other personnel policies; and other matters which affect the quality of the educational programs. The provision for negotiating mutually acceptable items received some support from both positons on all eight categories. Working conditions, salaries and salary schedules, and employee benefits would probably be the most difficult to compromise because of the strong support education association presidents expressed for having these items subject to bargaining.

Two provisions which will probably create conflict, should efforts be made to develop a negotiations statute, are the provisions for developing procedural steps for impasses on bargaining and impasses on grievance.

A majority of the board chairmen would like to see the procedural steps end in fact-finding; whereas, a plurality of education association presidents favor a process which ends in binding arbitration. In both cases, a process leading from (a) mediation to (b) fact-finding to (c) non-binding arbitration to (d) strike, received the second greatest amount of support. It is questionable, however, that this process would represent a logical compromise, taking into consideration the strong opposition of board chairmen to the right of teachers to strike.

A comparatively stronger agreement on a compromise might be possible with the procedures for impasse on grievance. Although board chairmen preferred mediation leading to fact-finding while association presidents preferred mediation leading to binding arbitration, the two parties agreed on their second choice. A four-level grievance procedure ending in binding arbitration received the second-greatest support from both groups. Again, one must take into account the strong opposition of most board chairmen to binding arbitration.

TABLE 5

RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS ON WHETHER LAW SHOULD REQUIRE BOARDS TO NEGOTIATE OR CONSULT WITH TEACHERS

	Board Chairmen	Percent	Educ. Assoc. Pres.	Percent	Totals
Consult	96	82.8	30	23.4	126
Negotiate	20	17.2	98	76.6	118
Totals	116		128		244

Items of Anticipated Conflict

A central issue that must be resolved before a negotiations statute can be written is the question of whether the law should require the school board to simply consult with the education association or be required to negotiate. Table 5 illustrates the strong possibility of future conflict between the two positions on this issue.

With 82.8 percent of the board chairmen and 76.6 percent of the education association presidents favoring opposing positions, this issue will probably be difficult to resolve.

Care must be taken in analyzing the results obtained when the question of whether a future bill should exclude the application of the whole area of non-public labor law. With 37 respondents (15%) failing to answer the question (this represents more than twice as many missing observations as recorded on any other provision), there is a question as to whether the participants understood the provision. With this in mind, no attempt has been made here to draw a conclusion from the results of this question.

The results recorded on one other provision seem to demand some special attention and analysis. A majority of the education association presidents (60.5%) wanted the negotiations law written in such a way that the final decision-making authority of the board be clearly protected. This position has been stated by the leadership of NEA affiliates on numerous occasions. Just prior to the submission of the KEA collective negotiations bill to the 1972 Kentucky General Assembly, Lloyd May, chairman of the KEA Commission of Professional Negotiations, interpreted the bill as including nothing "that takes away the final authority of boards of education in the negotiation process."[49] School board chairmen naturally agree that the final decision-making authority of the board must be protected; however, the Kentucky School Board Association did not interpret the 1972 bill as protecting the

[49] Lloyd May, "We Really Want and Need a PN Law in 1972," an address to an interim legislative committee on PN legislation printed by Kentucky Education Association, Louisville, Ky., 1971.

TABLE 6

RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS ON WHAT ITEMS IN NEGOTIATIONS SHOULD BE DECLARED ILLEGAL

Items Declared Illegal	Chairmen N = 121	Percent	Educ. Assoc. Pres. N = 127	Percent
1. Strikes without exception	102	84	41	32
2. Strikes after seeking settlement through mediation, fact-finding, and non-binding arbitration	45	37	21	17
3. Slowdown	74	61	35	28
4. Walkout	87	72	36	28
5. Sickout	78	64	43	34
6. Sanction	55	45	17	22
7. Demonstration	116	96	66	52
8. Picketing	64	78	39	31
9. Boycott	78	64	38	30
10. Any concerted effort	20	17	6	5
11. None of above	5	4	49	39
12. Other	1	1	5	4

school board's decision-making authority.[50] The question does not seem to be whether or not the board's final decision-making authority must be protected, but rather how it is to be protected. The fact that both populations have agreed on this provison does not seem as significant as one might assume at first.

A separate analysis must be reported for the responses to two questions on the questionnaire. Table 6 records the frequency distributions of the responses to the question: Which of the following, if any, should be declared illegal (question M)? Column I of Table 6 lists the alternatives offered. The data in Table 6 reveal a high degree of dependency and yielded a chi-square value of 89.9 with 11 degrees of freedom which is significant at the .0001 level. Of the 127 education association presidents responding to this question, 49 (39%) did not want any of the items declared illegal. Only five (4%) of the 121 board chairmen responding did not want any of the items declared illegal. It was quite evident that most board chairmen opp[illegible] strikes. It was, however, rather surprising to this investigator that almost 40 percent of the presidents of education associations also opposed strikes. Also surprising was

[50]Maurice D. Bement, "A Statement Regarding Negotiations with Boards of Education," A statement presented to a senate committee on education, February 1972 and printed by Kentucky School Board Association.

TABLE 7

RESPONSES OF SCHOOL BOARD CHAIRMEN AND EDUCATION ASSOCIATION PRESIDENTS TO WHAT PENALTIES TO INCLUDE IN A NEGOTIATIONS LAW IF THE STRIKE IS ILLEGAL

	Number and Percent Responding			
Penalties	Chairmen N = 121	Percent	Educ. Assoc. Pres. N = 124	Percent
1. Court injunctions	43	36	53	43
2. Loss of tenure and/or suspension or dismissal	61	50	18	15
3. Denial or revocation of employee organization	13	11	7	6
4. Imposition of criminal penalties via the court	11	9	13	10
5. Sanctions of civil units against strike instigators	23	19	8	6
6. Loss of pay and benefits	45	37	24	19
7. All of the above	38	31	4	3
8. None of the above	5	4	43	35

the fact that, since KEA had, prior to this investigation, requested sanctions be brought against the state of Kentucky by the National Education Association, a majority of board chairmen did not oppose the right of sanction.

Besides sanctions, the only other items where a majority of the board chairmen did not believe the items should be declared illegal were: (1) any concerted effort to improve bargaining positions and (2) strikes after seeking settlement. On the other hand, the only item that had a majority of the education association presidents wanting it to be declared illegal was demonstrations. Both populations seem to agree that demonstrations should be declared illegal and that sanctions should be allowed. The other issues, however, will probably be difficult to resolve.

Table 7 records the frequency distribution of the responses to the question: If penalties are to be imposed against teachers who strike (if the strike is declared illegal) which should apply (question X)? A chi-square value of 89.5 with seven degrees of freedom was reported which is significant at the .0001 level. Thirty-one percent of the board chairmen wanted all of the penalties imposed. Only 3 percent of the education association presidents favored impostion of penalties. Thirty-five percent of the education association presidents wanted none of the penalties to apply; whereas, only 4 percent of the board chairmen did so.

TABLE 8

RESPONSES IN TABLE 8 WITH ITEM 7
(ALL OF THE ABOVE) ADDED TO ITEMS 1-6

	Number and Percent Responding			
	Chairmen N = 121	Percent	Educ. Assoc. Pres. N = 124	Percent
1. Court injunction	81	67	57	46
2. Loss of tenure and/or suspension or dismissal	99	82	22	18
3. Denial or revocation of employee organization	51	42	11	9
4. Imposition of criminal penalties via the court	49	41	17	14
5. Sanction of civil units against strike instigators	61	50	12	10
6. Loss of pay and benefits	83	69	28	23
7. None of the above	5	4	43	35

One must be careful in analyzing Table 7. The penalities received more support than is evident at first glance. The responses to item seven, "all of the above," must be added to the responses for the other items in order to get a true picture.

Table 8 illustrates this relationship. Fifty percent or more of the board chairmen supported four of the six penalties listed. None of the penalties received the support of a plurality of the education association presidents. This would be expected. Generally speaking, education association presidents in Kentucky oppose penalities against individuals or education association for going on strike. A strong majority (96%) of the school board chairmen responding in favor of some type of penalty being imposed on employees or the education association for strikes. This issue would seem to be difficult to resolve.

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

Summary

The general problem to which this study was directed was the nature and extent of differences of opinions between chairmen of local school boards and presidents of local education associations regarding collective negotiations and the relationship of selected organizational characteristics to the differences of opinion.

In order to analyze this general problem, answers were sought to the following questions:

1) Is there a difference of opinion between chairmen of school boards and presidents of education associations regarding the need for a collective negotiations law in Kentucky?
2) Does grouping chairmen of school boards and presidents of education associations according to the size of their school district, nature of the district (urban-rural), and experience in negotiations make a significant difference in their responses in regard to the need for a collective negotiations law in Kentucky?
3) Is there a difference of opinion between chairmen of school boards and presidents of education associations regarding the provisions of a collective negotiations statute?
4) Does grouping chairmen of school boards and presidents of education associations according to the size of their school district, nature of the district (urban-rural), and experience in negotiations make a significant difference in their responses to the issues that are basic to a negotiations statute?

The data for this study were collected from 72 percent of all local education association presidents in Kentucky and 65 percent of all chairmen of local boards. This represented a total of 254 individuals: 132 education association presidents and 122 school board chairmen. The data were collected during the spring semester of 1973.

A two-part mailed questionnaire was used for collecting the data for this study. Section I contained a total of 13 items designed to collect personal data relative to the participants, to identify the four organizational factors to be tested, and to collect data for investigation in further research studies. Section II, composed of 42 items, was used to determine respondents' opinions regarding the need for a collective negotiations law in Kentucky, and if such a law were enacted, how participants would respond to a list of typical provisions included in most collective negotiations laws.

In order to analyze the data statistically, a packaged computer program, FASTABS, from the *Statistical Package for the Socal Sciences* was used on the IBM 360 computer to report chi-square and lambda measures. Dependent variables for this study were the responses to the items contained in Section II of the questionnaire. Independent variables were position in the school district (board chairman or education association president), size of school district, type of district (urban-rural), and experience in negotiations.

There was a significant difference reported between the responses of board chairmen and education association presidents regarding the need for a collective negotiations statute in Kentucky. The education association presidents favored such a law while a strong majority of board chairmen opposed such legislation. After the factors were partialed, size of district, type of district and experience in negotiations were determined not to be intervening variables, and therefore, were not significant factors and did not change the relationship between board chairmen and association presidents on the need for legislation.

Significant differences were found to exist between the two populations on 32 of the 39 dependent variables (provisions). After the three organiza-

tional factors were tested, a determination was made that these factors did not significantly affect the relationship between the two populations on most of the collective negotiations provisions.

Conclusions

Conclusions reached on the basis of hypothesis-testing were as follows:

1) School board chairmen and education association presidents in Kentucky differed significantly in their opinions on the need for a collective negotiations law for Kentucky. School board chairmen strongly opposed a negotiations law and education association presidents strongly favored a law.
2) The size of the school district, the nature of the district (metropolitan, urban, rural), and experience in negotiations were organizational factors that made no difference in the responses of the two populations on the need for a collective negotiations law. The school board chairmen were strongly opposed to such legislation regardless of the size, type, or experience of the district they served; contrariwise education association presidents strongly favored the enactment of a law regardless of the school district they represented.
3) When discussing the type of legislative provisions that board chairmen would include in a negotiations law, one must keep in mind that board chairmen were asked to respond to these provvisions as though a negotiations bill were forced on them. However, if a bill were passed in Kentucky, this study seemed to indicate that agreement could be reached between board chairmen and education association presidents on most of the provisions studied. There were no significant differences between the responses of the two groups reported on seven of the collective negotiations provisions. Significant differences in responses were reported on 14 items where a plurality of both groups agreed. These were reported as possible compromise items. Four additional provisions were reported as being compromise issues even though a plurality of both populations did not select the same choices.

   If board chairmen and education association presidents were willing to include a provision that certain items be subject to bargaining if mutually acceptable to both populations, then an additional eight provisions could be compromised. These were: working conditions; salaries and salary schedules; employee benefits; personnel policies relating to transfer of personnel; curriculum; in-service training; all other personnel policies; and other matters which affect the quality of the educational program. A total of 33 of 39 provisions reported responses that were either not significantly different or could possibly be compromised, inasmuch as a majority of both groups agreed.
4) Board chairmen and education association presidents in large, medium, and small school districts, in metropolitan, urban and rural districts, and districts experienced or not experienced in negotiations did not differ significantly in their opinions on most of the possible provisions for a collective negotiations law.

5) School board chairmen wanted to see procedural steps for impasses on bargaining and impasses on grievance end in fact-finding; whereas, education association presidents wanted the procedural steps to end in binding arbitration.
6) Education association presidents were of the opinion that the collective negotiations law should require the local school board to negotiate with the education association; board chairmen felt that the law should require the board to simply consult with the employees (if there must be a law).
7) Even though board chairmen and education association presidents agreed that the final decision-making authority of the board must be protected, the two populations did not agree on how it should be protected.
8) Board chairmen and education association presidents agreed that demonstrations should be declared illegal and that sanctions should remain legal; however, the two populations did not agree on what should be done about strikes, slowdowns, walkouts, sickouts, picketing, boycotts, etc. Board chairmen felt these should be declared illegal, whereas education association presidents did not want them declared illegal.
9) Board chairmen and education association presidents differed significantly in their opinions of what penalties, if any, should be imposed on teachers or education associations who strike (if the strike is declared illegal). Board chairmen wanted most of the penalties imposed, and most education association presidents did not want any of the penalties imposed.

To summarize the conclusions of this study, the following lists of provisions for an educational collective negotiations law for Kentucky were developed as holding some promise of acceptance if there must be a law.

If the education association presidents surveyed (72 percent of all the presidents in Kentucky) were allowed to write the law, using a plurality as a criterion for selection of each provision, the law would look something like this:

1) All certified personnel would be included in a negotiating unit. This includes the superintendent and all administrative personnel but does not include bus drivers, lunchroom personnel, custodians, secretaries, and like non-certified personnel.
2*) If only teachers and administrators are included in a negotiating unit, there should be an option on the part of teachers and administrators as to whether they want an all-inclusive negotiating unit (e.g., both teachers and administrators included in one unit) or separate negotiating units (e.g., one for teachers, one for administrators).
3) The negotiating unit should be determined by examination of certified membership lists of the recognized group and the group seeking recognition.
4) A state teacher employment relations board should be the agency with authority to determine the appropriate negotiating unit.

5*) Only one organization should be allowed to represent all teachers at the local level.

6*) The right of the organization to represent the teachers should last through the duration of the ratified bargaining agreement.

7*) The law should include provisions relating to "unfair" labor practices on the part of both teachers and administrators/board.

8*) The law should require good faith bargaining by both teachers and administrators/board.

9) The law should provide that school board/administrators be *required* to *negotiate* with the teacher organization.

10*) The law should specify the scope of negotiations.

11*) The law should set the duration of the agreement and prohibit any challenging organization from contesting the representation status of the incumbent employee organization for the life of the agreement.

12) If the strike is declared illegal by the law, education association presidents will not agree on how penalties should be imposed. Twenty-nine and seven-tenths percent said penalties should be imposed on only the employee organization. Twenty-seven and one tenths percent said penalties should be imposed on both. The remaining 13.6 percent said that penalties should be imposed on individuals only.

13*) The law should protect the final decision-making authority of the board.

14*) The law should provide that the results of negotiations be implemented by written contract.

15*) The law should prohibit deficit financing from the results of negotiations.

16*) If the law provides that a master contract is mandated to be executed, then it should also mandate equal legal and financial liability on teacher organizations for the results of negotiations.

17*) The law should protect the right of teachers to join or not to join and to pay dues or not to pay dues to any teacher organization.

18*) The law should clearly and specifically protect management's right to manage by inclusion of detailed manangement's rights clause.

19*) The law should not specifically exclude application of the whole area of non-public labor law to the resulting agreement between the board and the teacher's organization.

20*) The law should provide that negotiations not be conducted on school time.

21*) The law should establish a negotiations timetable to insure a decision prior to budget submission date.

22) A state teacher employment relations board covering only certificated personnel should administer a teacher bargaining law.

23) The following procedure steps should be developed for impasse on bargaining: (a) mediation to (b) fact-finding to (c) binding arbitration.

24) The following procedure steps should be developed for impasse on grievance: (a) mediation to (b) fact-finding to (c) binding arbitration.

25*) Superintendents should be required to comply with all reasonable requests from bargaining teams for school records and information.

26*) The bargaining unit should represent the membership of more than 50 percent of the personnel.

27*) The board and the bargaining unit should equally share the expense of whatever mediators are appointed.

28*) No reprisals of any kind should be permitted to be taken by the superintendent or any administrator or the board against an aggrieved person.

29) All of the following items should be included in a negotiations statute as being subject to bargaining:
   a) working conditions
   b) salaries and salary schedules
   c) employee benefits
   d) personnel policies relating to transfer of personnel
   e) curriculum
   f) in-service training
   g) all other personnel policies
   h) other matters which affect the quality of the educational program.

30) The law should declare demonstrations by teachers against the school system illegal.

*These provisions are also included in the list supported by a plurality of the school board chairmen surveyed.

If the chairmen of local school boards surveyed (65 percent of all the chairmen in Kentucky) were *forced* to write a collective negotiations law--using a plurality as a criterion for selection of each provision--the law would include the following provisions:

1) All certificated personnel except the superintendent and administrators would be included in a negotiating unit. (This would exclude bus drivers, lunchroom personnel, custodians, secretaries and all other non-certified personnel.)

2*) If only teachers and administrators were included in a negotiating unit, there should be an option on the part of teachers and administrators as to whether they want an all-inclusive negotiating unit or separate negotiating units.

3) The negotiating unit should be determined by secret ballot elections only, with "no representative" as one choice.

4) The local school board should have the authority to determine the appropriate negotiating unit.

5*) Only one organization should be allowed to represent all teachers at the local level.

6*) The right of the organization to represent the teachers should last through the duration of the ratified bargaining agreement.

7*) The law should include provisions relating to "unfair" labor practices on the part of both teachers and administrators/board.

8*) The law should require good-faith bargaining by both teachers and administrators/board.

9) The law should provide that school board/administrators be required to *consult* only with the teacher organization.

10*) The law should set the duration of the agreement and prohibit any challenging organization from contesting the representative status of the incumbent employee organization for the life of the agreement.

11) If the strike is declared illegal by law, penalties should be imposed against both individuals and the employee organization.

12*) The law should protect the final decision-making authority of the board.

13*) The law should provide that the results of negotiations be implemented by written contract.

14*) The law should prohibit deficit financing from becoming a result of any negotiations.

15*) If the law should provide that a master contract be mandated to be executed, then it should also mandate equal legal and financial liability on teacher organizations for the results of negotiations.

16*) The law should protect the right of teachers to join or not join and to pay dues or not to pay dues to any teacher organization.

17*) The law should clearly and specifically protect management's right to manage by inclusion of a detailed management's rights clause.

18*) The law should not specifically exclude application of the whole area of non-public labor law to the resulting agreement between the board and the teacher's organization.

19*) The law should provide that negotiations not be conducted on school time.

20*) The law should establish a negotiations timetable to insure a decision prior to budget submission date.

21) The local board of education should administer the teacher bargaining law.

22) The following procedure steps should be developed for impasse on bargaining: (a) mediation to (b) fact-finding with the recommendation of the fact-finding committee being adopted or rejected by the board.

23) The following procedure steps should be developed for impasse on grievance: (a) mediation to (b) fact-finding with the recommendation of the fact-finding committee being adopted or rejected by the board.

24*) Superintendents should be required to comply with all reasonable requests from bargaining teams for school records and information.

25*) The bargaining unit should represent the membership of more than 50 percent of the personnel.

26*) The board and the bargaining unit should equally share the expense of whatever mediators are appointed.

27*) No reprisals of any kind should be permitted to be taken by the

superintendent or any administrator or the board against an aggrieved person.

28) The following items should be included in a negotiations statute if mutually acceptable to both the association and the board:
   a) working conditions
   b) salaries and salary schedules
   c) employee benefits
   d) in-service training
   e) all other personnel policies
   f) Other matters which affect the quality of the educational program.

29) The following items should not be subject to bargaining regardless of the conditions:
   a) personnel policies relating to transfer of personnel
   b) curriculum

30) The following bargaining strategies should be declared illegal:
   a) strikes without exception
   b) slowdowns
   c) sickouts
   d) demonstrations
   e) picketing
   f) boycotts.

31) If the law should declare the provisions in item 30 above illegal, then the following penalties should be imposed against school employees covered by the law who participate in such illegal acts:
   a) court injunctions
   b) loss of tenure and/or suspension or dismissal
   c) loss of pay and benefits.

*These provisions are also included in the list supported by a plurality of education association presidents.

Recommendations

The following recommendations are suggested for utilization of the study and for further research in the area of collective negotiations:

1) If educational leaders in Kentucky determine that passage of a future education collective negotiations law is imminent, then it is recommended that representatives of the two populations work together to attempt to formulate a legislative proposal which is acceptable to both groups. It is suggested that the analyses which exhibit some possible areas of agreement presented in this study can provide a point of departure for such a legislative proposal.

2) If local boards of education are forced to negotiate with their teachers regardless of the passage of a law, then it is recommended that the findings of this study be utilized by the local educational leadership to formulate the agreements. The collective negotiations provisions analyzed in this study can again provide a starting point in the negotiating of a local contract.

3) A basic assumption of this study was that the populations surveyed understood the provisions common to one question (should the law specifically exclude application of the whole area of non-public labor law to the resulting agreement between the board and the teachers' organization?) raises doubt as to whether this issue was clearly understood. It is recommended that the low rate of response to this question be investigated to determine whether the respondents understand the issue. This understanding is especially important since the KSBA bases most if its arguments against a collective negotiations law for teachers on the differences between private sector bargaining and teacher negotiations.
4) And finally, a replication of this study in other states might be in order to seek out differences which might exist due to varying social, economic, and cultural environments.

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